

SAMPLE CONTRACT FOR SECRETARIAL SERVICE

This agreement is entered into between _____ County Fire Protection District No. _____, hereafter referred to as "District," and _____, hereafter referred to as "Secretary."

The District hereby retains _____ as the Secretary of the District pursuant to RCW 52.12.080 under the terms and conditions set forth in this instrument.

1. **Compensation.** The District agrees to pay to the Secretary the sum of \$_____ per month, such sum payable on the _____ day of the month following the month during which the services are performed.
2. **Term.** This agreement shall be effective on the date executed by parties and shall continue until terminated by either of the parties as provided in this agreement.
3. **Termination.** This agreement may be terminated by either party giving to the other party thirty days written notice of termination.
4. **Status of Parties.** The Secretary shall not be considered an employee of the District for any purpose but the relationship shall be considered as that of an independent contractor. The Secretary shall not be precluded from entering into a contract of employment or into another independent service contract provided that the Secretary retains the ability to perform the provisions of this agreement.
5. **Services.** The Secretary shall attend all meetings of the Board of Commissioners, record all minutes of such meetings and be the custodian of all District records. The Secretary shall perform such additional duties as the Board of Commissioners may from time to time direct.
6. **Place of Employment.** The Secretary shall perform the assigned duties at such place or places as the Secretary shall determine. In the event District facilities are available, the Secretary may use such facilities, provided however, that the Secretary may, in his or her discretion, perform the duties at home or at such other office facilities as may be available to the Secretary.
7. **Office Equipment and Supplies.** The District does not have the necessary office equipment and supplies except for _____.
_____. The Secretary shall provide, at the

Secretary's expense, all other equipment and supplies needed to perform this contract.

8. Hours of Performance. The Secretary shall determine, in his or her discretion, what hours and the number of hours during which the assigned duties shall be performed. The obligation of the Secretary is to complete the assigned work each month. The Board of Commissioners is not concerned as to when or how the assigned work is accomplished.
9. Statutory Provisions. The Secretary shall comply with RCW 52.12.080 and with all other applicable provisions of RCW Title 52 and any other applicable laws.

Dated: _____

_____ County Fire Protection District No. _____

By: _____
Chairperson of the Board

By: _____
Secretary

Fire District—Chief Contract

A sample employment contract to be entered into between a Fire Chief and a Fire Protection District is attached, together with alternative paragraphs which could be substituted for the contract paragraphs to meet various situations. These provisions are supplied as suggested forms only and must be modified to meet the actual conditions, operations and needs of the District. The printed provisions themselves should be modified if the need arises and should be used with competent professional advice when needed.

The following comments are referenced to specific contract clauses:

In paragraph no. 1 regarding duties of the Chief, the language should be modified to delegate to the Chief only those duties and authorities that the Board of Commissioners intends to delegate. In the event the District has adopted a Civil Service system or has entered into a contract with a union representing its paid firefighters, care should be taken to insure that the disciplinary authority given to the Chief does not violate the Civil Service regulations or the contract provisions.

Paragraph no. 2 regarding compensation must also be modified to cover whatever fringe benefits the District provides for the Chief. If the Chief is not fully paid or is strictly volunteer, then one of the appropriate alternate paragraphs should be used. Care should be taken in this regard to determine the income tax and employment tax status of sums paid to the Chief.

Paragraph no. 5 in the agreement provides for termination of the Chief for cause only. If the Board of Commissioners wishes to retain the authority to terminate the Chief without cause and at its discretion, then an alternate paragraph should be used.

Prepared by: Clark B. Snure, Attorney at Law
For: Washington Fire Commissioners Association

SAMPLE EMPLOYMENT CONTRACT

This agreement is entered into between _____ COUNTY FIRE PROTECTION DISTRICT NO. _____, hereafter referred to as "District," and _____, hereafter referred to as "Chief."

The District hereby employs _____ as the Chief of the District and _____ hereby accepts the employment on the terms and conditions set forth below.

1. **Duties.** The Chief shall be the executive and administrative officer of the District and as such shall perform the following duties:
 - 1.1 Perform such services for the District as directed from time to time by the Board of Commissioners in the manner and to the extent permitted by the laws of the state of Washington and in accordance with the policies of the District as established by the Board of Commissioners.
 - 1.2 Supervise all paid and volunteer personnel. The authority to discipline all personnel shall include the authority to suspend or reprimand both paid and volunteer personnel. The Chief shall also have the authority to recommend to the Board of Commissioners the termination of employment of any paid or volunteer personnel.
 - 1.3 Determine who shall become volunteer firefighters for the District and appoint and promote all officers of the District, except the appointment of the Assistant Chief which is the responsibility of the Board of Commissioners.
 - 1.4 Direct and supervise the training of all personnel of the District. Establish and enforce a manual of operating procedures for the District. Maintain custody of all equipment of the District and provide for the maintenance of the equipment, facilities and station.
 - 1.5 Assist in the preparation of the annual budget; authorize the purchase of all equipment, supplies and services necessary for the proper operation and maintenance of the facilities of the District; provided however, that all purchases in excess of \$_____ must be authorized by the Board of Commissioners.
 - 1.6 Prepare and maintain all appropriate records that may be required by law or by direction of the Board of Commissioners.

- 1.7 Assign duties to all personnel of the District and supervise the performance of the duties, provided, that the duties so assigned shall conform to the resolutions of the Board of Commissioners in all events where a resolution has created a specific office and provided for duties for that office.
2. **Compensation.** For all services rendered by the chief under this agreement, the District shall provide the following compensation:
 - 2.1 An annual salary of \$_____ payable in equal monthly installments to be paid on or before the _____ day of each month; provided, however, that such salary shall be reviewed annually by the District.
 - 2.2 The District shall pay the employer's portion of the LEOFF monthly premium and shall provide coverage for the Chief under the medical and dental plans carried by the District.
 - 2.3 The District shall pay to the Chief an annual clothing allowance of \$_____ for the purchase and maintenance of appropriate uniforms.
3. **Vacations.** The Chief shall be entitled to a vacation with pay each year according to the following schedule:

After the completion of one year of employment,
_____ working days;

After the completion of five years of employment,
_____ working days;

After the completion of ten years of employment,
_____ working days;
4. **Working Facilities.** The Chief shall be furnished with such facilities and equipment and personnel as are required for the adequate performance of the duties and within the budget limitations of the District.
5. **Termination for Cause.** The Chief's employment may be terminated by the Board of Commissioners for any of the following reasons:
 - 5.1 Incompetence, inefficiency or inattention to or dereliction of duty;
 - 5.2 Dishonesty, intemperance, immoral conduct, insubordination, discourteous treatment of the public, or a fellow

employee, or any other act of omission or commission tending to injure the public service; or any other willful failure on the part of the Chief to maintain proper conduct.

- 5.3 Mental or physical unfitness for the position which the Chief holds.
- 5.4 Dishonest, disgraceful, immoral, or prejudicial conduct;
- 5.5 Drunkenness or use of intoxicating liquors, narcotics, or any other habit forming drug, liquid or preparation to such extent that the use thereof interferes with the efficiency or mental or physical fitness of the Chief, or which precludes the Chief from properly performing the functions and duties of the position of Chief.
- 5.6 Conviction of a felony, or a misdemeanor, involving moral turpitude.
- 5.7 Any other act or failure to act which in the judgement of the Board of Commissioners is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public services.

6. Term. This agreement shall be effective on the date executed by the parties and shall continue in force until _____, unless earlier terminated as provided by this agreement.

DATED this _____ day of _____, _____ (year).

_____ COUNTY FIRE PROTECTION DISTRICT NO. _____

By: _____
Chairman

By: _____
Secretary

_____, CHIEF

ALTERNATE PARAGRAPHS

2. Compensation. The District agrees to pay to the Chief the sum of \$_____ per month, such sum payable on the _____ day of the month following the month during which the services are performed.

2. Compensation. The Chief is acting as a volunteer and will only receive nominal compensation per unit of voluntary service rendered to the District as provided in District Resolution No. _____.

2. Reimbursement of Expenses. The Chief is acting as a volunteer but the District agrees to provide reimbursement of the Chief's necessary and reasonable expenses as provided in District Resolution No. _____.

- 2.3 Clothing. The District shall furnish all required protective clothing for use by the Chief. In addition to the protective clothing, the District shall furnish the Chief uniforms and additional clothing provided that the cost of such clothing shall not exceed \$_____ per calendar year.

6. Term. This agreement shall be effective on the date executed by the parties and shall continue until terminated by either party giving to the other party thirty days written notice of termination.

7. Sick Leave. The Chief shall be entitled to one day of paid sick leave per month of employment. Such sick leave shall be cumulative from month to month and year to year to a maximum of _____ days, provided however, that any unused sick leave that may remain upon termination of this agreement shall be waived.